



Request for Proposals--Arts Council Tree Sculpture

Project Description

The city of Cottonwood Heights (the “City”) announces an exciting opportunity to create an outdoor public sculpture. The sculpture is a project of the Cottonwood Heights Arts Council (the “Council”), an advisory committee to the City’s city council. This is an opportunity for a qualified artist to design and install a unique sculpture for the City’s residents and visitors to enjoy.

Scope of the Project

The Council seeks an artist to create a sculpture appropriate for long-term outdoor display on the city hall (“City Hall”) property near 2300 East Bengal Blvd. in the City. Responsive proposals must comply with the following requirements:

- *Sculpture Design* — The proposed sculpture must symbolize a tree to represent the City and should incorporate elements associated with a sense of community, stability, legacy and a growing and thriving place.
- *Description of Physical Layout* — The Council anticipates that the sculpture will be located on the Southeast side of the City Hall property, which is located near a busy roundabout and Brighton High School. Images of the anticipated placement area are attached to this request for proposals (this “Request”).
- *Architectural Considerations* — The sculpture should complement the nature of the space and incorporate applicable aspects of our community as explained above. The Council anticipates that the sculpture will be lit at night for safety and aesthetic appeal.
- *Safety* — Due to the vulnerability of the sculpture due to its placement outdoors, as well as concerns for visibility and public safety, loose accessories or components should be avoided, as should moving and easily damaged parts. Anticipated durability and maintenance costs will be considered in the selection process.
- *Special Considerations* — Preference will be given to projects which use sustainable materials.
- *Insurance* — The selected artist must provide insurance as specified in the attached insurance requirements of the City. Any requested variance from those requirements must be specified in the responsive proposal and may affect the selection process. Proof of insurance coverage will be required from selected artist prior to contract execution. Failure to meet the insurance requirements may result in cancellation of the award.

Policies

The artist retains ownership of design ideas submitted with the proposal until a selection has been made and a contract signed. Once a proposal has been selected and a contract awarded, the selected artwork and all applicable copyrights and other intellectual property rights in and to the sculpture will be owned by the City. Without limiting the generality of the foregoing, images of the sculpture may be freely used for City publicity or other City purposes. This Request does not constitute a contract; instead, the City reserves the right to accept or reject any responsive proposal and may elect not to proceed with any proposal or the project. Further, the actual location and duration of placement of the sculpture will be as determined by the City from time to time.

Selection Process

Responsive proposals will be evaluated by the Council, City staff and possibly other community representatives with knowledge and interest related to this project. Proposals will be evaluated on the following criteria:

- The artist's successful experience with similar projects
- Thematic appropriateness
- Appropriate and aesthetic appeal to the site
- Timing
- Budget
- Durability
- Materials
- Practicality and public safety

The final selection is subject to approval of the City's city council.

Budget

The budget should be appropriate to the scope of the project. The anticipated project price range is \$10,000- \$14,000. Installation costs must be included in the proposed budget. Lighting of the sculpture will be addressed by the City but should be planned for in the design of the sculpture.

Completion Deadline

The completed sculpture must be installed on or about June 30, 2021. This deadline may be adjusted, if needed.

Proposal Submittal Procedure

Proposals must be received by the City by 5:00 p.m. MST, on Monday, November 30, 2020. The following must be included in a complete proposal:

- *Application Form* — The attached application form acknowledging, among other things, that the artist is 18 years of age or older, that all art submitted is the product of the artist's hand as represented, and that if the artist's proposal is selected, the artwork produced, and all related intellectual property rights, will be solely owned by the City and may be used for, among other things, City publicity.
- *Project Description* — A visual depiction of the proposed sculpture and a written description of how the proposed sculpture aesthetically and thematically complements the City and City Hall. A miniature model of the proposed sculpture may be a helpful aid to visualization but is not required.
- *Project Budget* — Detail of the total costs associated with the proposal, including costs of design, labor, materials, fabrication, and installation.

- *Time Frame/Work Plan* — A brief outline of the steps involved in completing the proposed sculpture, including anticipate time requirements for each step.
- *Bio or Resume* — Provide any information on previously related experience of the artist, not to exceed three pages.

Submit proposal to: City of Cottonwood Heights

Attn: *City Recorder*

2277 E Bengal Blvd.

Cottonwood Heights, UT 84121

It is anticipated that proposals will be opened at the Council's meeting on Wednesday, December 2, 2020 at 6 p.m.

Contract. The successful proposer will be required to enter into a comprehensive written agreement with the City for the Project. The City Attorney, working with the selected proposer, will draft such agreement based on negotiations, which will be in compliance with applicable laws, rules and regulations, and will contain such terms and conditions as the City reasonably may require. If the selected proposer and the City Attorney are unable to negotiate an acceptable agreement, then another proposer will be selected by the City and negotiation will continue with such other proposer until an acceptable agreement is completed.

Suspension of Process, Etc. The City reserves the right to reject (in whole or in part) any and all responses to this Request; to amend, modify or waive any requirement set forth in this Request; and to accept any response deemed to be in the best interest of the City, subject to legal requirements. Response to this Request is at the proposer's sole risk and expense, and the City shall not be liable for any cost associated with preparation by any party of any response to this Request. Although the City anticipates selecting one of the proposers, there is no guaranty that any proposer will be selected or that the project will be commenced or completed by the City. The City also reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of the award.

Miscellaneous. This Request and any resulting contract with the selected artist shall be interpreted, construed, and given effect according to the laws of the State of Utah and all applicable ordinances of the City, including, without limitation, Chapter 2.160, COTTONWOOD HEIGHTS CODE. No contract with the selected artist may be assigned by the artist, in whole or in part, without the City's prior written consent.

Attachments

- Application Form
- Insurance Requirements for Parties Contracting with the city of Cottonwood Heights
- Photo of the anticipated sculpture location



Cottonwood Heights Arts Council Sculpture Project Application

Artist(s) name _____
Address _____
City _____ **State** _____ **Zip code** _____
Phone _____ **Email** _____
Website _____

Proposal Title _____

Please be sure to submit all materials requested in the RFP document.

Certification

I certify that I am at least 18 years of age and that all examples of artwork submitted with this application are my original creations and conceptions. If accepted, the artwork produced will become the property of the city of Cottonwood Heights and may be used for City publicity or any other City-approved purposes. I acknowledge that the city of Cottonwood Heights is not liable for loss or damage to sketches and models submitted

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Signature _____ **Date** _____

Insurance Requirements for Parties Contracting with the city of Cottonwood Heights

The contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contracting party's bid.

A. **MINIMUM LIMITS OF INSURANCE.** The contracting party shall maintain limits no less than:

1. *Professional Liability:* \$2,500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage, including "tail coverage" for at least one year after completion of all services.

2. *Automobile Liability:* \$2,500,000.00 combined single limit per accident for bodily injury and property damage. "Any Auto" coverage is required.

3. *Worker's Compensation:* Worker's compensation limits as required by applicable law for all employees and other persons.

4. *Commercial General Liability:* \$2,500,000.00 combined single limit per occurrence for personal injury and property damage; \$2,500,000.00 annual aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better). Personal injury, premises-operations, products-completed operation, independent contractors, and subcontractors fire legal liability and, when appropriate, coverages for explosion, collapse and underground (XCU) hazards.

5. *Excess Liability:* \$5,000,000.00.

B. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

Any deductibles (5% limit), self-insured programs or retentions must be declared to and approved by the city of Cottonwood Heights (the "City"). At the option of the City, either: the insurer may be required to reduce or eliminate such deductibles or self-insured retentions as respect to the City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. **NOTICE OF INCIDENT OR ACCIDENT.**

The contracting party shall agree to promptly disclose to the City all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. **OTHER INSURANCE PROVISIONS.**

The policies are to contain, or be endorsed to contain, the following provisions:

1. *General Liability and Automobile Liability Coverages.*

(a) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on

behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.

(b) The contracting party's insurance coverage shall be a primary insurance as respects to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

(d) The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

2. *Worker's Compensation and Employer's Liability Coverage.* The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the contracting party for the City.

3. *All Coverages.* Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice (from the insurer) by certified mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII, unless approved by the Manager.

F. VERIFICATION OF COVERAGE. The contracting party shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS. The contracting party shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

Anticipated Sculpture Location

